

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In the Matter of)
)
Joint Petition for Arbitration of)
)
NewSouth Communications Corp.,)
NuVox Communications, Inc.)
KMC Telecom V, Inc., KMC Telecom III LLC, and)
Xspedius Communications, LLC on Behalf of its)
Operating Subsidiaries Xspedius Management Co.)
Switched Services, LLC, Xspedius Management Co.)
Of Charleston, LLC, Xspedius Management)
Co. of Columbia, LLC, Xspedius Management Co.)
Of Greenville, LLC, and Xspedius Management Co.)
Of Spartanburg, LLC)
)
Of an Interconnection Agreement with)
BellSouth Telecommunications, Inc.)
Pursuant to Section 252(b) of the)
Communications Act of 1934, as Amended)
_____)

Docket No. 2005-57-C

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
NOTICE OF REPLACEMENT OF EXHIBITS KKB-2 AND KKB-4**

On May 11, 2005, BellSouth Telecommunications, Inc. ("BellSouth") filed the Direct Testimony of Kathy Blake, consisting of 46 pages and 2 Exhibits, with the Public Service Commission of South Carolina ("the Commission"). On May 23, 2005, BellSouth filed Mrs. Blake's Rebuttal Testimony, consisting of 53 pages and 9 Exhibits. BellSouth has since discovered errors in portions of Exhibits KKB-2 and KKB-4. Specifically, Exhibit KKB-2 was missing a page, and Exhibit KKB-4 was a copy of the wrong document.

BellSouth, therefore, respectfully withdraws Exhibit KKB-2 that was filed on May 11, 2005 and replaces it, in its entirety, with the attached "Exhibit KKB-2 (Revised 5/26/05)." This

revised exhibit is identical to the one filed May 11, 2005, except that includes the page that was missing from the exhibit that was originally filed.

BellSouth also respectfully withdraws Exhibit KKB-4 that was filed on May 23, 2005 and replaces it, in its entirety, with the attached "Exhibit KKB-4 (Revised 5/26/05)." This revised exhibit is the correct page that should have been filed on May 23, 2005.

BellSouth apologizes for any inconvenience caused by these necessary replacements.

Respectfully submitted, this 26th day of May, 2005.

BELLSOUTH TELECOMMUNICATIONS, INC.



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OFFICIAL APPROVED VERSION, RELEASED BY BETHQ

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY
SOUTH CAROLINA
ISSUED: September 29, 1995
BY: President - South Carolina
Columbia, South Carolina

GENERAL SUBSCRIBER SERVICE TARIFF

Original Page 12.7

EFFECTIVE: October 31, 1995

A2. GENERAL REGULATIONS**A2.5 Liability of the Company**

(M)

A2.5.1 Service Irregularities

(M)

(M)

The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

Material appearing on this page previously appeared on page(s) 12.2 of this section

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

BELLSOUTH
TELECOMMUNICATIONS, INC.
SOUTH CAROLINA
ISSUED: May 19, 2004
BY: President - South Carolina
Columbia, South Carolina

GENERAL SUBSCRIBER SERVICE TARIFF

Sixth Revised Page 11
Cancels Fifth Revised Page 11

EFFECTIVE: June 2, 2004

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.2 Deposits

- A. The Company may, in its *discretion*, require any applicant for or any subscriber to its services to deposit a sum up to an amount equal to either the charge for two months' local service or the charge for the estimated toll messages during a like period, or both. For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two consecutive months within the preceding six months. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service and may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer. (T)
- B. Interest at the rate of 8 percent per annum, effective March 1, 1993, is allowed to the subscriber during the continuance of the deposit, payable as follows: (a) on demand of the depositor at any time, but not more often than once a year, (b) upon application of a depositor for discontinuance of service, (c) at least annually or at the time the deposit is returned. If held until discontinuance of service, such deposit and accrued interest, less any amounts then due the Company, is upon such discontinuance returnable to the subscriber.
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

A2.4.3 Payment for Service

- A. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber.
- B. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.
- C. Should service be suspended for non-payment of charges, it will be restored as provided in Section A4. of this Tariff.
- D. When the service has been disconnected for non-payment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.
- E. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for *non-payment* of charges, or *otherwise discontinued, terminated or interrupted*, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for non-payment of any such or other charges due and unpaid or for the violation of the provisions of this Tariff; nor shall the failure to suspend or disconnect service for non-payment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for non-payment of such account or of any other past due account. (C)
- F. In the event legal process is instituted by the Company to collect monies owed the Company for the provision of telecommunications service and a *judgment* is obtained in favor of the Company, the subscriber shall be responsible for all attorneys' fees and costs incurred by the Company in obtaining that *judgment*. (T)

Joint Petitioners
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8 *et al.*
BellSouth's 1st Set of Interrogatories
December 7, 2004
Item No. 22
Page 1 of 1

22. As to your statements on Page 32 of the Testimony, please identify every instance where you have "conceded" limitation of liability language to "attract customers in markets dominated by incumbent providers," including the name of the customer, the WTN, and date of contract evidencing any concession.

OBJECTION: Joint Petitioners object to this Interrogatory to the extent that it is vague, overly broad, and unduly burdensome. In addition, Joint Petitioners object to this Interrogatory on the ground that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, or is beyond the scope of what is required under the Rules of Civil Procedure. Joint Petitioners further object to the item on the grounds that it mischaracterizes the initial testimony in this case, and as such does not warrant a response. Subject to and without waiving any objections, Joint Petitioners will provide non-privileged, responsive information, if any, pursuant to the discovery guidelines of this proceeding.

NuVox, NewSouth, KMC and Xspedius Response:

Joint Petitioners are unable to identify with specificity any instance where they have had to concede limitation of liability language to attract customers in markets dominated by incumbent providers, although Joint Petitioners recollect being forced to concede limitation of liability language in the past. However, Joint Petitioners expect that they may have to concede limitation of liability language in the future. Given the ongoing nature of the discovery process, Joint Petitioners reserve the right to amend or supplement this response should circumstances warrant such action.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CERTIFICATE OF SERVICE

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth Telecommunications, Inc.'s Notice of Replacement of Exhibits KKB-2 and KKB-4 in Docket No. 2005-57-C to be served upon the following this May 26, 2005:

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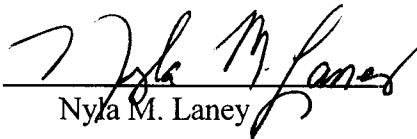
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